

Benton CSD

IBEW #1362 (Mixed)

7/1/2006 6/30/2007

**MASTER CONTRACT**

2006-07

Between  
**BENTON COMMUNITY SCHOOL DISTRICT**  
and the  
**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL #1362**



Janitorial Services

**EFFECTIVE****JULY 1, 2006 - JUNE 30, 2007**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I Recognition	1
II Board of Education Rights	2
III Bulletin Board	2
IV No Strike-No Lockout	3
V Probationary Period	3
VI Dues Deduction	4
VII Grievance Procedure	4-8
VIII Leaves of Absence	8-10
IX Employees Hours and Duties	11
X Holidays and Vacations	11-12
XI Wages and Salaries	12
XII Insurance	13
XIII Seniority	14-15
XIV Compliance Clauses and Duration Agreement	16-17
 <b>Schedule A - Maintenance Schedule</b>	 18
<b>Schedule B - Food Service Schedule</b>	18
<b>Schedule C - Grievance Report</b>	19-20
 <b>Memorandums of Agreement</b>	 22

## ARTICLE I RECOGNITION

### A. Unit

The Board hereby recognizes the International Brotherhood of Electrical Workers, Local #1362, as the certified exclusive and sole bargaining representative for all personnel as set forth in the Public Employment Relations Board (PERB) certification instrument (Case No. 1568) issued by the PERB on the 16th day of January, 1980.

The unit described in the above certification is as follows:

**INCLUDED:** Head cooks, cooks, food service workers, building maintenance personnel, food service managers.

**EXCLUDED:** Director of food service, maintenance supervisor, bus mechanic, secretaries, bus drivers, educational associates.

### B. Definitions

1. The term "Board", as used in this Agreement, shall mean the Board of Education of the Benton Community School District or its duly authorized representative.
2. The term "Employee", as used in this Agreement, shall mean all employees represented by this Union in the bargaining unit as defined and certified by the PERB.
3. The term "Union", as used in this Agreement, shall mean the International Brotherhood of Electrical Workers (Local #1362) or its duly authorized representatives or agents.
4. The term "Full-Time Employee", as used in this Agreement, shall mean an individual who is employed forty (40) hours or more per week, fifty-two (52) weeks per year.
5. The term "Part-Time Employee", as used in this Agreement, shall mean an individual employed less than forty (40) hours per week for fifty-two (52) weeks or less per year.
6. The term "Job Classification" as used in this Agreement, shall mean maintenance or food service.

**ARTICLE II  
BOARD OF EDUCATION RIGHTS**

The Board shall have, in addition to all powers, duties, and rights established by constitutional provisions, statutes, or special act, the exclusive power, duty, and right to:

1. Direct the work of its employees.
2. Hire, promote, transfer, assign, and retain its employees in positions within the school district operation.
3. Suspend or discharge employees.
4. Maintain the efficiency of school district operations.
5. Relieve its employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the Board's operation are to be conducted.
7. Take such action as may be necessary to carry out this mission of the Board of Education.
8. Initiate all powers and duties granted to the Board by law.
9. Exercise all powers and duties granted to the Board by law.

It is further recognized that except as may be expressly stated herein, the Board shall retain whatever rights and authority as it may deem necessary to operate and direct the affairs of the Board in all of its various aspects.

**ARTICLE III  
BULLETIN BOARD**

The employer shall provide a bulletin board (not in an area open to the public) in each building on which officers of the Union may post notices of official Union business. Notices of the Union meetings, recreational and social affairs, elections and results of elections and appointments shall not require approval. Other notices shall not be posted without employer approval.

**ARTICLE IV**  
**NO STRIKE - NO LOCKOUT**

- A. The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee organization to encourage or participate in a strike against any public employer or for a public employer to lock out its employees.
- B. No employee covered by this Agreement nor the Union, shall indirectly or directly induce, instigate, encourage, authorize, ratify, or participate in a strike against the District.
- C. In the event of any proven violation or violations of any provisions of Section 2 of the Article by the Union, its members or representatives, or by any employee:
  - 1. Any employee proven to have violated the above shall be subject to immediate discipline or discharge by the Board.
  - 2. The Union shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).
- D. The foregoing is in addition to any other rights and remedies provided by law.

**ARTICLE V**  
**PROBATIONARY PERIOD**

All original appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

- 1. The probationary period for Union personnel shall be ninety (90) calendar days.
- 2. Probationary employees may be separated for any cause by the Board during the probationary period without appeal. The Board may discharge any such probationary employee without notice to the Union.
- 3. If action is not taken by the appointing authority to report to the probationary employee, that he/she is not qualified for permanent status before the close of business on the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and have acquired permanent status.

Probationary employees shall be entitled to any benefits under the terms of this Agreement after ninety (90) calendar days, except as stated above.

## **ARTICLE VI**

### **DUES DEDUCTION**

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice, the Board agrees to deduct regular monthly dues of such employees from his/her pay and remit such deductions to the official designated by the Union in writing to receive such deductions. The Union will notify the board in writing of the exact amount of such regular membership dues to be deducted. Requests for dues deductions shall be filed with the Board by January 1st of each year.

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders or judgments brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this Article.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

#### **A. Definition**

A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

#### **B. Purpose and Procedure**

1. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. An Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference or interruption whatsoever of the instructional program and related work activities of the grieving employee. The Board shall solely determine whether an interference has occurred under this paragraph.
4. All grievances must be presented within five (5) working days of the date of occurrence of the event giving rise to the grievance.
5. Every employee covered by this Agreement or the Union shall have the right to present grievances in accordance with these procedures.

C. **First Step**

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her building principal. If requested by the allegedly aggrieved employee, the recognized Union representative may be present in this informal discussion.

D. **Second Step**

1. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance, in writing, with the building principal within five (5) working days after the informal conference with the building principal. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this Agreement which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested.
2. Within five (5) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative(s), if requested, to discuss the alleged grievance and attempt to resolve the same.
3. The principal shall have the right to have a representative or designee at the meeting. The principal or other Board representative, shall render such decision and communicate it in writing to the aggrieved employee and the Superintendent within ten (10) working days following the meeting between the principal and the aggrieved.



E. **Third Step**

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved, if he/she so desires, may file an appeal of the principal's answer within five (5) working days of the said written decision with the Superintendent and/or his/her representatives. Within ten (10) working days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent and/or his/her representative shall file an answer within ten (10) working days of the third step grievance meeting and communicate it in writing to the employee, the principal, and the representative of the employee.

F. **Fourth Step**

1. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within twenty (20) working days of the third step reply, then the grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:
2. The grievant or his/her representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two (2) parties within five (5) working days after said notice is given. If the two parties fail to reach an agreement on an arbitrator within five (5) working days, the Federal Mediation and Conciliation Service shall be requested to provide a panel of five arbitrators. This request shall be in the form of a written communication from the grievant and his/her representative which shall serve as a joint request. Each of the two parties shall alternately strike one name at a time from the panel until one shall remain.

3. The remaining name shall be the arbitrator. The decision of the arbitrator regarding the grievance on the contract under which the grievance was filed shall be submitted in writing within twenty (20) working days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.
4. The arbitrator shall have no power to alter, change, detract from or add to the provisions of the Agreement, but shall have the power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.
5. Each party shall bear its own cost and expense of the arbitration proceeding excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative.

G. **Other**

1. The Union pledges itself to make every effort to maintain unimpaired the educational services of the community.
2. If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the building principal and the processing of such grievance shall begin at the Second Step.
3. At any step of the grievance procedure, either party may request the presence of an employee that is affected by the grievance. If the grievance affects a group of employees, the presence of any and/or all such employees may be requested.
4. Participation in the grievance procedure shall not subject any representative, or any member of the Union, or any other participant to reprisals of any kind solely because of such participation.

5. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter. This shall apply only to grievances formally filed in writing by twenty (20) working days prior to the end of the school year, except by mutual agreement of the Board and the Union.
6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
7. If any employee files any claim or complaint in any form other than the grievance form set forth in Schedule C of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.
8. Neither the provisions of this article nor any other article of this contract shall be construed as preventing the employer from making a reasonable accommodation for a qualified individual in accordance with the American With Disabilities Act (Pub L No 101-366 July 26, 1990).

## **ARTICLE VIII LEAVES OF ABSENCE**

### **A. Sick Leave**

1. Employees covered under this Agreement shall be granted leave of absence for personal illness or injury, as prescribed by the Statutes of Iowa, in the following amounts: 1st year of employment - 10 days; 2nd year of employment - 11 days; 3rd year of employment - 12 days; 4th year of employment - 13 days; 5th year of employment - 14 days; 6th year of employment and subsequent years of employment - 15 days.
2. The above amounts shall apply only to consecutive years of employment in the District and unused portions may be accumulated to a maximum total of one hundred twenty (120) days. The Board shall, in each instance, require such reasonable evidence as it may desire confirming the necessity for such leave of absence.
3. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to furnish a physician's certificate of health prior to returning to work.

4. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.
5. When an employee will be absent from work, he/she shall give notice to the supervisor or designee. In cases of extended illness, the supervisor shall be notified of return of the employee to work.
6. Sick leave shall not be granted for elective surgery or such illnesses, or for leaves of absence which reasonable evidence cannot be shown, confirming the necessity of sick leave absence.
7. Three (3) days per year of absence in the case of hospitalization, surgery, or illness of a member of the employee's immediate family (spouse, children, parent, or legal dependent) will be allowed and charged to sick leave. Any additional days needed for this purpose will be charged to personal leave or special leave as approved by the Superintendent or designee.
8. Sick leave shall not be granted for more than twelve (12) months, except in extenuating circumstances as approved by the superintendent.

B. **Funeral Leave**

In case of necessary absence of a regular, full-time employee to attend or make arrangements for a funeral of a member of the employee's immediate family (spouse, children, sister, brother, parent, parent-in-law, legal dependent or legal guardian), such employee will be paid for scheduled time lost to and including the day of the funeral, but not to exceed five (5) non-consecutive school days, to be used within thirty (30) days of the requested leave. Three (3) days of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or a grandchild. One (1) day of funeral leave shall be granted for the purpose of attending the funeral in the event of the death of other relatives. Requests for funeral leave shall be made in advance to the Superintendent or designee and if requested by the Superintendent or designee, the employee shall furnish proof of death and of the employee's relationship to the deceased.

C. **Personal Leave**

1. Three (3) days of personal leave will be granted without prior approval; however, all requests for personal leave must be filed with the Superintendent or designee at least one (1) week in advance of the date requested, except in extenuating circumstances.
2. Personal leave shall not be used to extend vacations or holidays. Such leave will be nonaccumulative.
3. Only one (1) employee a day per job classification (Maintenance/Food Service) may be gone on personal leave from the Building, unless prior approval is obtained.

D. **Special Leave**

An employee may be granted leave of absence with or without pay granted at the sole discretion of the Superintendent or his/her designee. Special leave forms must be submitted at least five (5) days in advance of requested leave except in extenuating circumstances.

E. **Family Medical Leave**

Pursuant to federal law (The Family Medical Leave Act), unpaid family and medical leave will be granted up to 12 weeks per year to assist employees in balancing family and work life. For purposes of this policy, "year" is defined as July 1 through June 30. Requests for family and medical leave shall be made on the Family and Medical Leave Request Form to the superintendent or his/her designee. The district will require employees to use appropriate paid leave simultaneously with unpaid family and medical leave. Employees must meet the requirements set out in the family and medical administrative rules. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. It shall be the responsibility of the superintendent to develop administrative rules to implement this policy. Any requirements stated in the applicable collective bargaining agreements between employees in those units and the board regarding family and medical leave of such employees shall be followed.

F. **General Provisions on Leave of Absence**

1. A leave of absence will not be granted for the purpose of allowing the employee to enter the employ of another employer, to seek other employment, or to enter into or engage in self-employment. Acceptance of any type of employment for wages or profit during a paid leave of absence will be proper cause of discharge.

2. An employee who gives the Board a false reason to obtain a leave of absence will be subject to discharge.

3. An employee returning to work after a serious illness or injury may be required by the Board to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work.

4. Failure of an employee to return to work at the end of an authorized leave of absence period, or extension thereof, will automatically terminate the employee's relationship with the Board, except under extenuating circumstances which the Board may require the employee to substantiate or unless the Board determines otherwise.

5. Leaves of absence do not apply to probationary employees.

6. Part-time employees shall receive pay for a leave, as per schedule based on the number of hours pay they would otherwise receive. The employee shall be responsible for indicating the number of hours on the time card utilized by the school district.

**ARTICLE IX**  
**EMPLOYEES HOURS AND DUTIES**

- A. The standard work week for full-time maintenance employees will be forty (40) hours. The standard work week is defined as the period Saturday through Friday of any given week. Overtime will be paid for hours beyond forty (40) hours per week in accordance with the applicable provisions of the Fair Labor Standards Act. An employee's working hours shall be determined by the building principal or supervisor. Employee time cards must reflect actual starting and ending times for hours worked. If a full-time maintenance employee is required to work beyond their scheduled daily hours, they will be paid accordingly and will not be given compensatory time in lieu of the appropriate pay without the employee's consent.
- B. The standard hours during the work year for food service personnel shall be determined by the Administration.
- C. All full-time employees shall receive an unpaid, duty-free lunch period of at least thirty (30) minutes, except under extenuating circumstances.
- D. Food service personnel who go to classes or otherwise report for duty on inservice days or on weekends shall receive their normal rate of pay for such hours.
- E. The District will provide a list of dates when extra help is needed. (Extra Duty Sheets) Late or rescheduled dates will be dealt with on an individual basis. The District will use a form with a return date and a place for employee's initials accepting or rejecting extra duties. Should a conflict arise on the sign up sheet, the work will be assigned in the following order: 1. most senior full-time employee; 2. most senior part-time employee; 3. substitute.
- F. The district will provide a cell phone to the shift manager of Maintenance/Custodians to address emergency concerns and serve the mission of the school district.

**ARTICLE X**  
**HOLIDAYS AND VACATIONS**

- A. The following paid holidays shall be recognized under this Agreement after completion of the employee's probationary period:
  - 1. Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; New Year's Day; Good Friday; Memorial Day; July 4<sup>th</sup>.\*
  - 2. \*July 4th shall apply only to employees in the maintenance and custodial group.
  - 3. Part-time employees shall be based upon the number of hours pay they would otherwise receive.
  - 4. Whenever any the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed fall on Sunday, the succeeding Monday shall be observed as the holiday. Eligible employees who perform no work on a holiday shall be paid for one (1) day's work at their regular rate of pay.

- B. The following vacation schedule shall only apply to employees in the maintenance and custodial group:

2 weeks after 1 year  
3 weeks after 7 years  
4 weeks after 12 years

Years of service will be figured from employee's anniversary date. Part-time, year-around employees will receive their paid vacation on a pro-rated basis. Requests for vacation days must be submitted one week in advance of the selected day(s), except in extenuating circumstances. The Administration reserves the right to limit the number of employees requesting vacation leave during the same period of time. Employees requests for special leave without pay during a holiday period will be at the sole discretion of the Superintendent.

- C. No vacation is to be taken five (5) days prior to the start of school and also not be taken the last five (5) days of the school year. Eligible employees may use up to two (2) weeks of vacation during the school year. In addition, three (3) vacation days may be used in conjunction with Christmas and New Year's when school is not in session.

## **ARTICLE XI WAGES AND SALARIES**

A. **Method of Pay**

1. **Pay Periods**

Each employee shall be paid on the twenty-fifth (25th) of each month. Employees shall receive their checks at the center designated by the employee whenever possible.

2. **Exceptions**

When a pay date falls on or during the school holiday, vacation, or weekend, employees shall receive their pay check on the last previous working day whenever possible.

3. **Summer Checks**

Summer checks shall be mailed to the address designated by the \_\_\_\_\_ employee.

Employees required to use their personal vehicles for school business when a school vehicle is not available shall be paid for mileage at the District's standard rate.

- C. Food service employees will be allotted eighty dollars (\$80) per school year for work related apparel (i.e. pants, shoes, tops). The District's clothing policy for Food Service employees requires all Food Service employees to wear white pants. Food Service employees must submit an expense voucher to receive payment.

## **ARTICLE XII INSURANCE**

A. **Health Insurance**

The District will make available a Section 125 salary reduction plan and provide each full-time employee with \$500 per month to be applied toward the District's group cafeteria plan. Retired and Part-time employees may purchase single and family insurance under the terms and conditions of the carrier.

B. **Limitations and Provisions**

All provisions of insurance coverage shall be those set forth in the respective insurance policies. This includes, but is not limited to, eligibility, beginning and termination dates, benefits and exclusions.

C. **Worker's Compensation**

All employees are covered by Worker's Compensation Insurance.

D. **Liability Insurance**

The District shall provide all employees with liability insurance while acting within the scope of activities related directly to the duties of their employment by the District, with limits of liability in such amounts as shall be maintained by the District.

This information will be on file in the office of the District Secretary and an explanation of the insurance coverage will be provided by the Administration upon request by the employee.

E. **Physical**

Physical examinations shall be required for all employees upon their initial appointment and prior to actual employment. Payment for examination shall be provided by the School District in an amount not to exceed forty dollars (\$40.00).

F. **Selection of Carrier**

The Board shall have the right to procure the insurance referred to in this Article.

G. **Disability Insurance**

Employees working over twenty (20) hours per week are insured under the Group Disability Insurance Plan with the total premium being paid by the Benton Community Schools.

H. **Life Insurance**

The Board will provide a fifteen thousand dollar (\$15,000) term life insurance policy for each regular, full-time maintenance employee.



**ARTICLE XIII**  
**SENIORITY**

A. **Seniority Definition**

Seniority shall be determined by an employee's length of continuous service, within job classification, to the Benton Community School District. Part-time employees accrue seniority on a pro-rata basis. Seniority will begin with the employee's Board approved date of hire.

B. **Step Definition**

Employees will receive one step on Pay Schedule A for each year of district service prior to July 1<sup>st</sup>.

C. **Seniority Lists**

A copy of the seniority list shall be provided to the local Union and each individual yearly. Employees will initial the list or file a written protest of common error and/or omission to the District within ten (10) working days of receipt of said list. Absent a protest, the list will stand as published. New employees shall be added to the seniority list thirty (30) days after their date of hire.

D. **Staff Reduction**

When a reduction of an employee's position is deemed necessary, seniority shall apply (within the employee's specific job classification). The job classifications covered by this Agreement include: Maintenance and Food Service.

When the number and names of employees to be laid off has been determined by the Board, it will notify the employees and the Union in writing. The layoff of each employee shall commence on the date specified by the Board in the notice to the affected employee and the Union.

E. **Recall**

Employees, within classification, will be recalled from layoff in reverse order of their layoff (provided they have the necessary qualifications as determined by the Board).

An employee selected for recall will be notified, in writing, by the Board of his/her reemployment. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Within five (5) calendar days of receipt of the reemployment notice, the employee must advise the Board, in writing, that he/she will be able to commence employment on the date specified in such notice. Any such notice shall be considered received by an employee when mailed registered mail, return receipt requested, to the last known address of the employee in question as shown on the School District's records. It shall be the responsibility of each employee on layoff to keep the District advised of his/her current address. Any and all reemployment rights granted an employee shall terminate upon said employee's failure to accept the position offered (within five (5) calendar days).

Employees shall retain their recall right to re-employment for a period of one (1) school year following the date of layoff.

F. **Postings**

At least three (3) days prior to posting a vacancy, letters will be sent to all bargaining unit employees working schedule area (A or B).

G. **Transfers**

All requests for transfers shall be in writing and sent to the Superintendent/designee (**within five (5) working days following a posting**). The consideration of a transfer will be based on training, ability to perform the work, qualifications, evaluations and service to the District. The Superintendent shall have the sole discretion and final decision in all cases of transfer unless the Board grants review. An employee may make written application to the Board to accept a closed session appeal of the Superintendent's decision on transfer or promotion. If review is granted, the decision of the Board shall be final and binding (not grievable). Upon approval by the Superintendent or his/her designee, employees shall be placed on the proper salary step according to the number of years of service within the classification. The employee shall retain his/her seniority within the classification from which transfer was made.

H. The Superintendent shall have the final decision in all cases of realignment unless the Board grants review.

I. Employees temporarily hired to fill a vacancy created by a leave of absence will not be eligible for recall rights as established in this Article.

**ARTICLE XIV**  
**COMPLIANCE CLAUSES AND DURATION OF AGREEMENT**

A. **Separability**

Should any article, section, or clause of this Agreement be declared illegal by a court or competent jurisdiction, then the article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

B. **Printing Agreement**

The Board and Union shall share equally the cost of printing the collective Agreement.

C. **Finality and Effect of Agreement**

1. This Agreement supersedes and cancels all previous agreements and practices between the Board and the Union or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity set forth in this Agreement. Therefore, the Board and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right which might otherwise exist under law to negotiate over any matter during the terms of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

D. **Duration Period**

This Agreement shall become effective as of July 1, 2006, and shall be in full force and effect through June 30, 2007.

E. **Successor Agreement**

Either party may give written notice to the other party to negotiate a Successor Agreement not less than one hundred fifty (150) days prior to the District's budget certification date, as established by the Code of Iowa, or September 15, whichever is later.

Upon receipt of the notice, the Negotiation Team representing the Board and the Negotiation Team representing the Union shall meet for the purpose of negotiating whenever a mutually agreeable meeting time can be established.

F. **Automatic Renewal Agreement**

If neither party notifies the other of its intent to negotiate a Successor Agreement by the date stated in E. above, the current Agreement shall automatically continue in force and to be in effect for equivalent periods as shown in D. above.

This agreement is executed and agreed upon this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**IBEW LOCAL #1362**

**BENTON COMMUNITY**  
**SCHOOL DISTRICT**

By \_\_\_\_\_  
Its Representative

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Representative

By \_\_\_\_\_  
Its Chief Negotiator

By \_\_\_\_\_  
Its Representative

By \_\_\_\_\_  
Its Representative

By \_\_\_\_\_  
Its Representative

## **SCHEDULE A**

### **MAINTENANCE SALARY SCHEDULE**

Full-time employees working the "second" or "graveyard" shift will receive a forty-five cent (\$.45) per hour premium.

Shift Manager at the Middle/High School will receive a sixty-five cent (\$.65) per hour premium.

### **CUSTODIANS AND MAINTENANCE**

0-5	11.15
6-10	11.90
11-15	12.65
16-20	13.40
21-25	14.15
26-30	14.90

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## **SCHEDULE B**

### **FOOD SERVICE SCHEDULE**

Food Service Managers will receive a sixty-five cent (\$.65) per hour premium.

### **FOOD SERVICE**

0-5	10.55
6-10	10.60
11-15	10.65
16+	10.70

SCHEDULE C  
GRIEVANCE REPORT

Date Filed \_\_\_\_\_

Number \_\_\_\_\_

\_\_\_\_\_ School District

\_\_\_\_\_ Building

\_\_\_\_\_  
Name of Aggrieved Person 1. Union  
2. Employee  
3. Appropriate Supervisor  
4. Superintendent

**STEP II**

A. Date Violation Occurred \_\_\_\_\_  
B. Date Step I Meeting Held \_\_\_\_\_  
C. Parties Present at Step I Meeting \_\_\_\_\_  
D. Section(s) of Agreement Violated \_\_\_\_\_  
E. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
F. Relief Sought \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

G. Disposition of Principal or Immediate Supervisor \_\_\_\_\_  
\_\_\_\_\_

H. Disposition Accepted \_\_\_\_\_; Rejected \_\_\_\_\_;  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP III**

A. \_\_\_\_\_  
Signature of Aggrieved Person      Date Received by Superintendent

B. Disposition by Superintendent or His/Her Designee \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or His/Her Designee

\_\_\_\_\_  
Date

C. Disposition Accepted \_\_\_\_\_; Rejected \_\_\_\_\_;  
Comments: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP IV**

A. \_\_\_\_\_  
Signature of Aggrieved Person      Signature of Union Representative

B. \_\_\_\_\_  
Date of Notice Given of Submission to Arbitration

C. \_\_\_\_\_  
Date of Decision

**LETTERS OF UNDERSTANDING**

December 3, 1976

TO: Custodians  
FROM: Phillip England

On the following early dismissal days all custodians will be dismissed one (1) hour early with pay.

Labor Day - vacation  
Thanksgiving - vacation  
Christmas - vacation  
Good Friday - vacation

This decision is to be effective beginning with Christmas vacation.



## **MEMORANDUMS OF AGREEMENT**

### **Benton Community Board of Directors**

### **International Brotherhood of Electrical Workers Local #1362**

The following pages represent memorandums of agreement reached during negotiations between the Benton Community School Board of Education and the International Brotherhood of Electrical Workers Local #1362 for the 2006-07 contract year.

These agreements are outside the negotiated master agreement and are not subject to grievance under the Grievance Procedure shown in this Agreement.

Unless otherwise indicated, these memorandums of agreement are to remain in effect for the 2006-07 contract year only.

### **CUSTODIANS, MAINTENANCE, AND NUTRITION**

**SUB**                      \$8.75

**SEASONAL**              \$9.00

Definition: A **SUB** temporarily replaces a contract employee.

A **SEASONAL** temporarily does additional work such as grounds and mowing.

### **JOB DESCRIPTION**

A meeting will be held with maintenance staff and a mutually agreeable "maintenance job description" will be developed and included in the district personnel job description notebook.

### **MASTER CONTRACT**

The board agrees to deliver master contracts when notice of employment is extended.